

Assignment of Invention

In consideration of the payment by ASSIGNEE to ASSIGNOR of good and valuable consideration, the receipt of which is hereby acknowledged,  
ASSIGNOR:

(1) Full Name of Inventor: Leah Diane FLETCHER  
Residence: 37 Second Street, Geneseo, NY 14454  
Citizenship: United States of America

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(2) Full Name of Inventor: John Calhoun MCMICHAEL  
Residence: 186 Canterbury Road, Rochester, NY 14607  
Citizenship: United States of America

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(3) Full Name of Inventor: David Parrish RUSSELL  
Residence: 240 North Pleasant Street, Canandaigua, NY 14424  
Citizenship: United States of America

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(4) Full Name of Inventor: Robert John ZAGURSKY  
Residence: 569 Fox Hunt Drive, Victor, NY 14564  
Citizenship: United States of America

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(5) Full Name of Inventor:  
Residence:  
Citizenship:

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(6) Full Name of Inventor:  
Residence:  
Citizenship:

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hereby sells, assigns and transfers to ASSIGNEE:

Wyeth  
Five Giralda Farms  
Madison, New Jersey 07940

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to the invention entitled:

**ALLOIOCOCCUS OTITIDIS OPEN READING FRAMES (ORFs) ENCODING  
POLYPEPTIDE ANTIGENS, IMMUNOGENIC COMPOSITIONS AND USES THEREOF**

and invented by ASSIGNOR and the following additional inventors, if any:

and which is found in U.S. Application No. 10/501,282 filed on: July 9, 2004.

[also check if foreign application(s) is(are) also being assigned]

and any legal equivalent thereof in a foreign country,

the date of filing and application number of said U.S. application when known, to be inserted above, including the right to claim priority, including any and all improvements disclosed therein, and in and to all Letters Patent to be obtained for said invention by the above application or any subsequently filed provisional, nonprovisional, continuation, divisional, renewal, or substitute thereof, and as to Letters Patent any reissue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR authorizes ASSIGNEE to make applications for and to receive Letters patent for said invention in any of said countries in its own name, or in ASSIGNOR's name, at its election.

ASSIGNOR covenants and agrees to execute or procure any further necessary assurance of the title to said invention and any Letters Patent which may issue therefore and to, at any time, upon the request and at the expense of ASSIGNEE deliver any testimony in any interference, litigation or proceeding related thereto and execute all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefore in ASSIGNEE, its successors, assigns or other legal representatives, and that to, at any time, upon the request and at the expense of ASSIGNEE execute any continuation, continuation-in-part, divisional, renewal or substitute thereof, and as to Letters Patent and reissue or re-examination thereof, or any other additional applications of Letters Patent for said invention or any part thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to ASSIGNEE, and will make all rightful oaths or declarations, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of ASSIGNEE, its successors, assigns or other legal representatives.

ASSIGNOR authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States for said invention, resulting from any of the aforesaid applications to its ASSIGNEE.

Leah Diane Fletcher  
Leah Diane FLETCHER

8/9/04

Date

ACKNOWLEDGMENT

State of New York }  
County of Monroe } ss:

On the 9th day of Aug, <sup>Leah</sup> 2004, Leah Diane FLETCHER personally appeared before me, known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

**ANGEL L. HILL**  
Notary Public, State of New York  
No. 01H16075397  
Monroe County  
Commission Expires June 03, 2006

Angel L. Hill  
Notary Public

John C. McMichael  
John Calhoun MCMICHAEL

Date

Aug 11, 2004

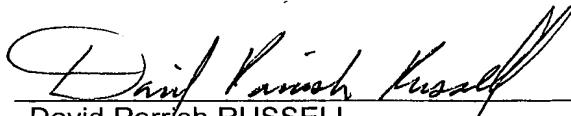
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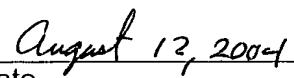
State of New York }  
County of Monroe } ss:

On the      day of      2004, John Calhoun MCMICHAEL personally appeared before me, known by me to be the same person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, of his/her own free will and for the purposes set forth.

Susan Ciccone  
Notary Public

**SUSAN CICCONE**  
Notary Public, State of New York  
Reg. No. 01C18042383  
Qualified in Monroe County  
My Commission Expires May 22, 2006

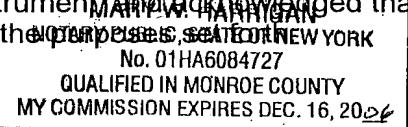
  
\_\_\_\_\_  
David Parrish RUSSELL

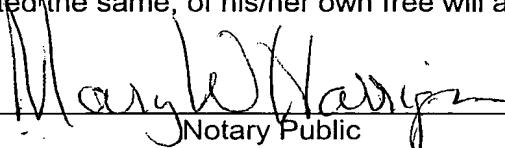
  
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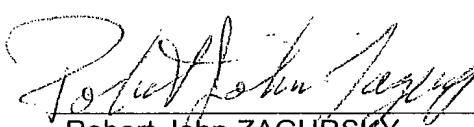
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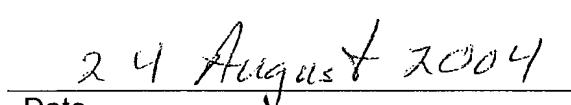
State of New York }  
ss:  
County of Monroe }

On the 17 day of August 2004, David Parrish RUSSELL personally appeared before me,  
known by me to be the same person described in and who executed the foregoing  
instrument, and acknowledged that he/she executed the same, of his/her own free will and  
for the purposes set forth, SEATED IN NEW YORK

  
No. 01HA6084727  
QUALIFIED IN MONROE COUNTY  
MY COMMISSION EXPIRES DEC. 16, 2006

  
\_\_\_\_\_  
Mary W. Harrigan  
Notary Public

  
\_\_\_\_\_  
Robert John ZAGURSKY

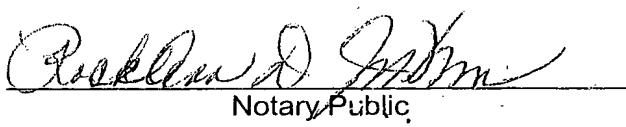
  
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Date

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ACKNOWLEDGMENT

State of New York }  
ss:  
County of Rockland }

On the 24<sup>th</sup> day of August 2004, Robert John ZAGURSKY personally appeared before me,  
known by me to be the same person described in and who executed the foregoing  
instrument, and acknowledged that he/she executed the same, of his/her own free will and  
for the purposes set forth.

ROSEANN D. JASTROW  
NO. 01JA6085818  
QUALIFIED IN ROCKLAND COUNTY  
MY COMMISSION EXPIRES 01-06-2007

  
\_\_\_\_\_  
Notary Public